



Welcome to your new business location!

We are very pleased you have chosen Lexington Park to host your business in the Lake Norman area! Listed below is some information that you will find helpful as you move in. Please text or call 704-655-0379 or email info@lexingtonparkproperties.com if you have any questions.

Your new address:

Your move in date is:

Your personal door code is

The Wi-Fi network is Lexington Park Light Speed

Password:

Thank you for giving Lexington Park the opportunity to host your business!



Follow us on instagram: [lexingtonparkproperties](https://www.instagram.com/lexingtonparkproperties)
18141 W. Catawba Ave. Cornelius, NC 28031

Lexington Park Properties, LLC 18141 W. Catawba Ave., Cornelius, NC 28031
phone: 704-655-0379 fax: 800-385-6829 www.LexingtonParkProperties.com

REAL ESTATE LEASE FOR EXECUTIVE OFFICE SPACE

This Lease Agreement (this "Lease") is dated _____, by and between Lexington Park Properties, LLC ("Landlord"), and _____ s owner ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant 1 executive office suite(s) (the "Premises") located at _____ W. Catawba Ave., Suite 1, Cornelius NC 28031

LEGAL DESCRIPTION. The legal description for the premises is: (1) unfurnished executive office suite(s) #1.

TERM. The lease term will begin on _____ and will terminate _____.

LEASE PAYMENTS. Tenant shall pay to Landlord _____ for the month of _____ and thereafter _____ monthly installments of \$ _____ payable in advance on the first day of each month. Lease payments shall be made to the Landlord at 18141 W. Catawba Ave, Cornelius, NC 28031 by ACH unless other arrangements are made.

SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of 1 months rent \$ _____ to be held and disbursed for Tenant damages to the Premises (if any) as provided by law.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the premises only for professional services. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

PROPERTY INSURANCE. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant is responsible for maintaining casualty insurance on its own property.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of _____ months, unless either party gives written notice of termination no later than 60 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as the original lease, except that the lease installment payments will be increased at a 4% annual rate at the end of 12 months of occupancy by the tenant.

RIGHT TO SHOW: Landlord reserves the right to begin marketing and showing the property including the rented suite as soon as notice to terminate is given by the tenant.

MAINTENANCE. Landlord shall have the responsibility to maintain the Common areas of Premises in good repair at all times. Any blinds or curtains in the unit are complimentary and are not the responsibility of the landlord. Tenant is responsible for repair and replacement of any blinds, curtains, and light bulbs in your individual suite.

Initial

SMOKE FREE ENVIRONMENT. Tenant agrees that there is to be no smoking in the office suite, bathroom, kitchenette or any common area inside the walls of the office. If evidence of smoking is found tenant will be immediately charged \$500 in addition to the cost of repairs to clean up the smoke damage, including removal of the smell to the entire unit.

UTILITIES AND SERVICES. Landlord shall be responsible for gas and electric and will provide complimentary access to internet service incurred in connection with the Premises. It is strongly recommended that you have your own hot spot or internet service in addition to using ours. Each Tenant is responsible for their own telephone service.

TRASH & CLEANING SERVICES. Each tenant shall be responsible for the removal of their office trash and the cleaning and upkeep of their rented office suite. A community trash receptacle is located at the Southeast end of the parking lot in the office complex. The bathroom trash dispenser is to be used for paper towels only not for personal trash such as newspapers, magazines, cups, etc.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:
REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 60 days' written notice to Tenant that the Premises have been sold.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses including reasonable attorney fees and expenses suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". In the event of default, tenants security deposit will be immediately forfeited and the contents of the leased office will be moved to an off premise storage unit on the 20th day after the rent is due. Items will be stored for a period of 3 months, there will be a \$300.00 charge per office for moving the contents to the storage unit, tenant will be solely responsible for the cost of rent at the storage facility, and tenant will be responsible for the lease on the office until a new tenant can be located. Landlord will not be responsible for any loss, damage or otherwise that may occur to your property while moving or in storage.

LATE PAYMENTS. Rent is due on the first of the month. For any payment that is not paid by the due date tenant shall pay a late fee of \$50.00 + \$10.00 additional for each day it is late. Any unpaid late fees will be deducted from security deposit at the end of the term of this lease.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to \$125.00 per day.

LOST KEYS: There will be a \$50.00 charge for lost keys or for office keys not returned to our office no later than the last day of the lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$50.00 for each check that is returned to Landlord for lack of sufficient funds.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this

lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

ADDRESSES.

Landlord: Lexington Park Properties, LLC 18141 W. Catawba Ave., Cornelius, NC 28031

Tenant: _____ email: _____ mobile: _____

Owners Date of birth: ___/___/___

Owners address: _____

Emergency contact Name: _____ Emergency Contact Phone: _____

SIGNAGE. Tenant shall be provided with their name on the marquee outside of the property as well as their name or business name on the door. All signage will be provided by Lexington Park Properties. Requested name on signage: _____

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of North Carolina.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

ADDITIONAL:

Conference room: Conference room usage is available at 18139 W. Catawba Ave. Cornelius, NC 28031 can be reserved online at LexingtonParkProperties.com and each hour will be billed to credit card at \$15.00 per hour

LANDLORD: Lexington Park Properties, LLC

By: _____ Date: _____
Member/Manager

TENANT: _____ Date: _____
Richard Roberts Owner and personal guarantor



AUTHORIZATION AGREEMENT FOR CREDIT/DEBIT CARD PAYMENT

COMPANY NAME: _____

ACCOUNT#: _____

CARD HOLDER NAME: _____

CARD NUMBER: _____

EXPIRATION DATE (MM/YY): _____ CSV: _____

BILLING ADDRESS: _____

I (we) hereby authorize Lexington Park Properties to initiate a debit/credit entry to my (our) credit/debit card as indicated .

This authority is for a:

_____ one time credit/debit of \$ _____ and will not remain for recurring payments.

Or

_____ Recurring payment of account balance for conference room and incidentals.

NAME(S): _____

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

Please submit this form to the billing office at:
Email: info@lexingtonparkproperties.com

Fax: 800-385-6829
Lexington Park Properties 18141 W. Catawba Ave. Cornelius, NC 28031
www.LexingtonParkProperties.com